Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC *and* Linda Fields and Otis Elevator Company, Inc., Party to the Contract. Case 25-CB-4290

27 October 1983

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS ZIMMERMAN AND HUNTER

On 9 September 1981, Administrative Law Judge Irwin H. Socoloff issued the attached decision. The General Counsel filed exceptions and a supporting brief, and the Respondent filed cross-exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

The complaint alleges that the Respondent Union, Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC, violated Section 8(b)(1)(A) and (2) of the Act by maintaining and enforcing a provision in its collective-bargaining agreement with Otis Elevator Company which grants superseniority for purposes of layoff and recall to local union officers. The judge found that the one officer named in the complaint, the financial secretary, occupied a position which relates in general to furthering the bargaining relationship and recommended dismissing the complaint, citing *Limpco Mfg. Co.*, 230 NLRB 406 (1977), enfd. sub nom. *Anna D'Amico v. NLRB*, 582 F.2d 820 (3d Cir. 1978). For the reasons stated below, we do not agree.

The facts, as set out in more detail in the judge's decision, are not in dispute. The Respondent Union has served since 1965 as the collective-bargaining representative of the salaried and hourly employees at Otis Elevator Company's Bloomington, Indiana plant. All its collective-bargaining agreements with the Employer, from the initial 1966 contract to the present contract which is effective to 1983, contained a superseniority clause providing that "in the event there should be a decrease in the working force, the Local Union Officers, including negotiation committee members, shall be the last to be laid off and the first to be recalled."[1] Since settlement of a 1969 grievance, the Employer and the Respondent Union have agreed not to apply the superseniority provision to members of the union negotiating committee. Only the five Local officers—president, two vice presidents, financial secretary, and recording secretary—along with the stewards[2] have been eligible for superseniority under the contract since 1969.

In the late summer of 1980 the Employer cut back its work force, resulting in numerous layoffs and downgrading of employees. One of those downgradings involved salaried production clerks, the Employer determining that one of the present production clerks would have to be reassigned to the lower paid position of inventory clerk. On 27 August 1980, one of the Employer's supervisors informed production clerk Linda Fields that she was being "bumped" into the position of inventory clerk while fellow production clerk David Carter, who was the union financial secretary, was being retained as a production clerk. Fields had greater seniority than Carter for the purpose of layoff and recall under the contract, and would have been retained in the higher paying classification while Carter would have been downgraded had there been no superseniority clause. When Fields protested her downgrading to the Employer's personnel manager, he replied that the Respondent Union was relying on the 1969 grievance settlement which acknowledged the contractual right of union officers to superseniority. Fields was downgraded to the position of inventory clerk on 2 September 1980. She was reassigned as production clerk in late December, was downgraded to inventory clerk again on or about 1 February 1981, and was finally reassigned as production clerk in mid-March 1981.

The Respondent Union's financial secretary is elected and serves as the organization's financial officer. His responsibilities include accounting for all money received by the Union, paying all the Union's bills, preparing the Union's monthly financial reports, maintaining the Union's books and accounts, processing dues-checkoff authorization cards, ensuring that dues are deducted for all employees who have authorized checkoff, and managing union strike benefits. The financial secretary serves on the Union's executive board, comprised of the five officers, three trustees, and six members-at-large. At the monthly executive board meetings, third-step contractual grievances are discussed and

[1] The Respondent Union represents the salaried employees in one unit and the hourly employees in another unit. The units have separate collective-bargaining agreements. The salaried unit superseniority provision is the focus of the instant case.

[2] The superseniority clause of the collective-bargaining agreement contains a provision regarding superseniority for stewards, in addition to the provision regarding superseniority for local union officers. The steward superseniority provision states that "Salaried Stewards shall, among the plant clerical employees and inspectors, be the last to be laid off and the first to be recalled." It is not at issue in the instant case.

the executive board votes whether to pursue the grievance. The financial secretary and the other executive board members attend the monthly meetings of the shop stewards at which pending contractual grievances are considered.

As noted above, the judge recommended that the complaint be dismissed, finding that the Respondent Union's financial secretary performed duties entitling him to exercise superseniority rights under the standards set forth in *Limpco Mfg.* However, the Board recently reexamined the issue of superseniority for union officials in *Gulton Electro-Voice*, 266 NLRB 406 (1983), and on reconsideration decided to overrule *Limpco* and its progeny. In *Gulton*, at 409, the Board announced, for reasons set forth in detail therein, that:

> We will find unlawful those grants of superseniority extending beyond those employees responsible for grievance processing and on-the-job contract administration. We will find lawful only those superseniority provisions limited to employees who, as agents of the union, must be on the job to accomplish their duties directly related to administering the collective-bargaining agreement.

Here, the judge engaged in a detailed examination of the record evidence concerning the duties and activities of the financial secretary and found that the financial secretary "does not engage in steward-type functions at the plant level." That finding is fully supported by the record, and we affirm it. Therefore, under *Gulton*, we find that the maintenance and enforcement of the collective-bargaining agreement provision granting superseniority to local union officers was unlawful as applied to the Respondent Union's financial secretary.[3] Accordingly, we find that the Respondent Union has violated Section 8(b)(1)(A) and (2) of the Act by maintaining and enforcing the superseniority clause with respect to its financial secretary. Furthermore, by according David Carter superseniority under the disputed clause and thereby affecting employees who would not have been affected if the collective-bargaining agreement had not accorded the financial secretary superseniority, the Respondent Union further violated Section 8(b)(1)(A) and (2).

[3] In finding that the Union acted unlawfully, we note that the superseniority clause at issue herein appears to apply only to layoffs and recalls. Indeed the contractual clause speaks only of "in the event there should be a decrease in the working force" local union officers will be "the last to be laid off and the first to be recalled." Yet here the Respondent Union applied the clause in a situation where the union officer faced, not layoff, but merely a downgrading to a lower paying job. There is no contention or evidence that financial secretary Carter would have been laid off had the Respondent Union not applied the superseniority clause to his situation.

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

We have found that the superseniority provision here in dispute is unlawful and we shall therefore order that the Respondent Union cease and desist from maintaining or enforcing the superseniority clause in the collective-bargaining agreement with respect to the Respondent Union's financial secretary. To remedy the discriminatory application of the unlawful clause, we shall order the Respondent Union to notify the employer and any affected employee in writing that it has no objection to the reinstatement of any affected employee to the position he or she held prior to the enforcement of the superseniority clause against him or her. We shall further order the Respondent Union to make whole any affected unit employee for loss of earnings which may have been suffered as a result of the discrimination against the affected employee. Backpay shall be computed in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289 (1950), with interest as provided in *Florida Steel Corp.*, 231 NLRB 651 (1977). See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962). Finally, we shall order that Respondent Union cease and desist from in any like or related manner restraining or coercing employees it represents in the exercise of the rights guaranteed employees by Section 7 of the Act.

CONCLUSIONS OF LAW

1. Otis Elevator Company, Inc. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC, is a labor organization within the meaning of Section 2(5) of the Act.

3. By maintaining and enforcing a clause in its collective-bargaining agreement with the employer which accords the Respondent Union's financial secretary superseniority, the Respondent Union has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) of the Act.

4. By according Union Financial Secretary David Carter superseniority to the detriment of another unit employee under the clause found unlawful herein, the Respondent Union has engaged in and is engaging in an unfair labor practice within

the meaning of Section 8(b)(1)(A) and (2) of the Act.

5. The foregoing unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER

The National Labor Relations Board hereby orders that the Respondent Union, Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Maintaining, enforcing, or otherwise giving effect to the clause in its collective-bargaining agreement with Otis Elevator Company, Inc., according the Respondent Union's financial secretary superseniority for purposes of layoff and recall or any other purpose.

(b) Causing or attemping to cause the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

(c) In any like or related manner restraining or coercing employees of the employer in the exercise of the rights protected by Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act.

(a) Make whole any unit employee for loss of earnings he or she may have suffered as a result of the discrimination against him or her, such lost earnings to be determined in the manner set forth in the section of this decision entitled "The Remedy."

(b) Notify the employer and any affected employee in writing that the Respondent Union has no objection to reinstating any affected unit employee who but for the unlawful assignment of superseniority would not have been downgraded.

(c) Post at its meeting hall copies of the attached notice marked "Appendix."[4] Copies of the notice, on forms provided by the Regional Director for Region 25, after being signed by the Respondent Union's authorized representative, shall be posted by the Respondent Union immediately upon receipt, and maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the Respondent Union to ensure that the notices are not altered, defaced, or covered by any other material.

(d) Mail signed copies of the attached notice marked "Appendix" to the Regional Director for Region 25, for posting by the Employer, if it is willing.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT maintain or enforce any clause in our collective-bargaining agreement with Otis Elevator Company, Inc., according the financial secretary superseniority with respect to layoff or recall.

WE WILL NOT cause or attempt to cause Otis Elevator Company, Inc. to discriminate against any employee by requiring that the collective-bargaining agreement be enforced so as to downgrade him or her instead of the financial secretary when the financial secretary does not in fact have greater seniority in terms of length of employment.

WE WILL NOT in any like or related manner restrain or coerce employees in the exercise of the rights protected by Section 7 of the Act.

WE WILL notify Otis Elevator Company, Inc. that we have no objection to reinstating affected unit employee Linda Fields, who but for the unlawful assignment of superseniority would not have been downgraded.

WE WILL make the above-named employee whole for any loss of earnings she may have suffered as a result of the discrimination against her, with interest.

LOCAL 826, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO AND CLC

DECISION

STATEMENT OF THE CASE

IRWIN H. SOCOLOFF, Administrative Law Judge: Upon a charge filed on September 15, 1980, by Linda L. Fields, an individual, against Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC, herein called the Respondent, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 25, issued a complaint dated October 24, 1980, alleging violations by the Re-

[4] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

spondent of Section 8(b)(2) and (A) and Section 2(6) and (7) of the National Labor Relations Act, herein called the Act. The Respondent, by its answer, denies the commission of any unfair labor practices.

Pursuant to notice, trial was held before me in Bloomington, Indiana, on July 8, 1981, at which the General Counsel and the Respondent were represented by counsel and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence. Thereafter, the parties filed briefs which have been duly considered.

On the entire record in this case and from my observations of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Otis Elevator Company, Inc., a New Jersey corporation, maintains a plant in Bloomington, Indiana, where it is engaged in the manufacture, sale, and distribution of elevator equipment and related products. During the year preceding issuance of the complaint, a representative period, it purchased and received at the Bloomington plant goods and materials valued in excess of $50,000 which were sent directly from points located outside the State of Indiana. I find that Otis Elevator Company, Inc. is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. LABOR ORGANIZATION

The Respondent is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background*

The Respondent has, since 1965, served as collective-bargaining representative of the salaried and hourly paid employees at the Bloomington plant. Its initial contracts with the employer, and succeeding agreements,[1] have contained, in identical language, superseniority provisions as follows:

Salaried Employees Agreement

> Notwithstanding the other provisions of this Article, in the event that there should be a decrease in the working force, the Local Union Officers, including negotiation committee members, shall be the last to be laid off and the first to be recalled provided that they have the ability and fitness to perform the available work.
>
> The Salaried Stewards shall, among the plant clerical employees and inspectors, be the last to be laid off and the first to be recalled provided that they have the ability and fitness to perform the available work within the department.

Production and Maintenance Employees Agreement

> Notwithstanding the other provisions of this Article, the stewards shall, among the employees in the department, be the last to be laid off and the first to be rehired, provided they have the ability to perform the work available within the department.
>
> Notwithstanding the other provisions of this Article, Officers, Executive Board Members, Grievance Committee Members, and Negotiating Committee Members shall, among the employees within the Plant, be the last to be laid off and the first to be rehired, provided they have the ability to handle the work available.

Late in the summer of 1980, the employer reduced its work force, necessitating the layoffs and downgradings of a large number of employees. On August 27, the Respondent Union enforced the superseniority provisions, thus causing Linda L. Fields, a salaried production clerk, to be "bumped" to the lower paying position of inventory clerk while her fellow production clerk, David Carter, the then financial secretary of the Union, was retained in the higher paying classification. At the time Fields had greater actual seniority than Carter, under the contract, for layoff and recall purposes, and, but for the operation of the superseniority provisions, would have been retained in the higher paying classification while Carter would have been downgraded.

In the instant case, the General Counsel contends that Carter, as financial secretary of the Union, did not have duties involving the implementation or administration of the collective-bargaining agreement, and did not engage in the processing of grievances or other steward-type activities at the plant level, and, therefore, when the Respondent caused the superseniority provisions of the agreement to be applied to his benefit, and to the detriment of Fields, it acted in violation of Section 8(b)(2) and (1)(A) of the Act. The Respondent argues that the integral importance of the financial secretary to the proper and efficient functioning of the union entity renders the occupant of that position a proper recipient of superseniority benefits for layoff and recall purposes.

B. *Facts*[2]

Notwithstanding the language of the contractual superseniority provisions, the parties have, since the disposition of a 1969 grievance, limited superseniority rights to stewards and to the five union officers (president, two vice presidents, recording secretary, and financial secretary). Thus, as a matter of practice under the contract, superseniority rights do not extend to members, qua members, of the Union's executive board, negotiating committee, or grievance committee. The superseniority provisions have been applied to situations of layoff and recall, and to downgradings which occur as a result of layoffs.

[1] The salaried employees and the hourly paid workers are covered by separate agreements.

[2] The factfindings contained herein are based on a composite of relevant documentary and testimonial evidence introduced at the hearing. The record is free of significant evidentiary conflict.

On August 22, 1980, Fields was informed by her supervisor, George Howell, that the employer would institute a reduction in force, affecting her classification but that she, Fields, would not be laid off or downgraded. However, 5 days later, Howell told Fields that she would be "bumped" to a lower paying job, and that Carter would be retained as a production clerk, because, as the Union's financial secretary, Carter had superseniority rights. When Fields protested to John Bywater, the employer's personnel manager, she was informed that the Union had produced the settlement of the 1969 grievance, granting superseniority rights to union officers. Fields' subsequent request, made to the Union, that it file a grievance on her behalf was ignored. On September 2 she was downgraded to the position of inventory clerk where she worked until the end of December. Following reinstatement to her former job, Fields was again downgraded, to the inventory clerk position about February 1. In mid-March, she was returned to her permanent classification job.

The Respondent Union is not an amalgamated union. It represents but one group of employees, the Otis employees working at the Bloomington plant. Its officers, all of whom are elected, and its 728 members are employees of Otis. The affairs of the Union are handled by its executive board which consists of the five officers, three trustees, and six members-at-large. Contracts are negotiated by a committee which includes the president, the two vice presidents, and four elected members. This committee acts after it receives, from the members, their suggestions concerning contract changes.[3] All collective-bargaining agreements, negotiated by the committee, are subject to ratification by the membership.

The Union's financial secretary is its sole financial officer. His responsibilities include receiving and accounting for all money paid to the Union; preparing vouchers and cosigning checks, insuring that bills are paid, preparing and presenting monthly financial reports to the executive board and the membership and per capita tax reports to the International Union, maintaining the Union's books and accounts, preparing necessary income tax reports, maintaining checking and savings accounts, participating in the conduct of quarterly and annual audits, receiving mail, ordering and maintaining office equipment and supplies, processing dues-checkoff authorization cards, ensuring that dues are deducted for all employees who have authorized checkoff, and managing strike benefits. The financial secretary attends the monthly executive board meetings at which third-step grievances are discussed, and recommendations to the membership, with respect to whether or not to proceed with such grievances to arbitration, are formulated. This officer, along with the other members of the executive board, also attends the monthly meetings of the shop stewards at which all pending grievances are considered. The financial secretary spends some 12 hours per week in performance of his official duties for which he is paid $75 per month plus compensation for "lost time" from work. In 1980, the financial secretary, Carter, was appointed by the president, with the approval of the membership, to take notes at negotiation meetings. However, this appointment was apparently unrelated to Carter's financial secretary position and, in any event, his role at negotiations was limited to note-taking.

[3] Of the approximately 350 members who, in 1980, submitted recommendations to the Union, suggesting changes in the contract, none urged that seniority preference for union officers be discontinued.

C. *Conclusions*

In *Dairylea Cooperative*,[4] the Board held that contract clauses granting superseniority rights to union stewards are lawful provided such benefits are bestowed solely for purposes of layoff and recall. While finding that these clauses have an inherent tendency to discriminate against employees for union-related reasons, the Board concluded that superseniority clauses, which operate to keep the steward on the job, are nonetheless permissible because they maintain the ability of the steward to perform his functions, thus benefiting all unit employees. In subsequent cases, the Board approved superseniority arrangements which not only permit stewards to avoid layoff but also downgrading.[5] In recent years, a divided Board has also considered the issue presented in this case, namely, whether superseniority may be provided to union officers who do not engage in steward-type functions.

A Board majority (then Chairman Fanning and Members Murphy and Walther) found in *Electrical Workers Local 623 (Limpco Mfg., Inc.)*,[6] that superseniority rights lawfully had been invoked to prevent the layoff of the union's recording secretary, one of its four officers and the only union officer employed at the Limpco plant. That officer did not have official responsibility for the handling of grievances. The majority, in concluding that superseniority arrangements need not be limited in application to individuals engaged in processing or adjusting grievances at the workplace, noted:

> What is at stake is the effective and efficient representation of employees by their collective-bargaining representatives. Certainly, the representational activities carried out by union officials involved in the administration of the collective-bargaining agreement on behalf of employees extend beyond the narrow confines of grievance processing. These encompass at the very least a functioning local to assert the presence of the union on the job. The Act guarantees employees the right to be so represented through the collective-bargaining process. In fact, perhaps the most important union officer, the president, is usually not involved in grievance proceedings. . . .

The majority held that "once it has been initially demonstrated that the official responsibilities of the union officer in question bear a direct relationship to the effective and efficient representation of unit employees" application of contractual superseniority to this officer is pre-

[4] 219 NLRB 656 (1975), enfd. sub nom. *NLRB v. Teamsters Local 338*, 531 F.2d 1162 (2d Cir. 1976).

[5] See, e.g., *Parker-Hannifin Corp.*, 231 NLRB 884 (1977).

[6] 230 NLRB 406, 407-408 (1977), enfd. sub nom. *D'Amico v. NLRB*, 582 F.2d 820 (3d Cir. 1978).

sumptively valid. Dissenting, Members Jenkins and Penello opined that the grant of superseniority benefits to union officials whose representation functions are not related to their presence on the job is presumptively invalid. In *Otis Elevator Co.*,[7] a Board majority approved seniority preference for additional officers "because in their official capacities they contribute to the ability of the union to represent the unit efficiently and effectively." Thereafter, in *American Can Co.*,[8] a divided Board sanctioned application of contractually established superseniority benefits to union officials who served, respectively, as a guard (a doorman) and a trustee (whose official duty it was to take charge of the hall and the union's property). In that case, the majority held that documentary descriptions of the duties of the officers in question, which showed no visible or direct impact by them on contract administration, were insufficient to overcome the presumption of lawful application of superseniority benefits.

Subsequent to issuance by the Board of the *American Can* decision, the United States Court of Appeals for the Third Circuit, in *D'Amico v. NLRB*,[9] reviewed the Board's decision in *Limpco*. Agreeing with the Board majority, that the union's recording secretary was a proper recipient of superseniority benefits, the court relied on factual findings that the officer "participated informally in processing grievances and assisting stewards in resolving grievances, and advised stewards and foremen on contract interpretation. She was asked by the chief steward to attend meetings to help formulate bargaining ideas. During a recent strike, she was in charge of scheduling pickets and handling money for the pickets." In light of these factors, the court concluded that application of the superseniority clause was valid as the union had met its burden by producing "credible proof that the individual in question was officially assigned duties which helped to implement the collective-bargaining agreement in a meaningful way."

Following the court's decision in *D'Amico*, the Board, sua sponte, reconsidered its *American Can*[10] holding, and, by plurality decision, overturned it. Members Jenkins and Penello, the dissenters in *Limpco*, held that union officers may not benefit from superseniority clauses except when the officers also serve as stewards or otherwise engage in administration of the contract at the place and during the hours of their employment. Member Murphy, while concurring in the result reached by Members Jenkins and Penello, did so because, in her view, the demonstrated duties of the guard (doorman) and the trustee (who took charge of the hall and the union's property) did not relate "to the general furthering of the bargaining relationship." In her concurrence, Member Murphy emphasized her continued adherence to the *Limpco* rationale. Dissenting, then Chairman Fanning and Member Truesdale continued to support the original decision in *American Can*.

For present purposes, I regard the Board's majority decision in *Limpco* as still good law since three of the five Board members, in the Board's most recent decision in this area, affirmed its general rationale. I regard the current state of the law as this: When superseniority clauses are applied to union officials, stewards or officers, whose duties relate, in general, to furthering the bargaining relationship, the tendency of such clauses to discriminate against employees based on union considerations is offset by the representational benefits gained by all unit employees.

In the instant case, the financial secretary, whose superseniority rights are challenged, does not engage in steward-type functions at the plant level. He is, however, the Union's financial officer and, as the record evidence demonstrates, he is vital to the proper and efficient functioning of the Union entity and, hence, to the ability of the Union to administer the contract and represent the employees.[11] This is not a case in which superseniority rights were granted to a doorman but, rather, to one of the highest ranking and most responsible of union officials. The officer was elected by his fellow unit employees to serve as the sole financial officer of a union which exists to serve the employees of this particular unit. He plays a vital role in the ability of the Union to function and to assert its presence on the job. For these reasons, I conclude that, under *Limpco*, the Respondent Union did not violate the Act by causing the superseniority provisions of the contract to be applied to this officer.

CONCLUSIONS OF LAW

1. Otis Elevator Company, Inc. is an employer engaged in commerce, and in operations affecting commerce, within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Respondent, Local 826, International Union of Electrical, Radio and Machine Workers, AFL-CIO and CLC, is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent has not violated the Act as alleged in the complaint.

[Recommended Order for dismissal omitted from publication.]

[7] 231 NLRB 1128 (1977).
[8] 235 NLRB 704 (1978).
[9] Supra.
[10] *American Can Co.* (II), 244 NLRB 736 (1978).

[11] In addition, at the monthly executive board meetings, he participates, formally, in the grievance process. He also, as noted, attends the regular meetings of the shop stewards.